

RESOLUTION NO. 2015-R-136

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH MIAMI, FLORIDA,
APPROVING THE EXECUTION OF A MEMORANDUM
OF UNDERSTANDING, SUBSTANTIALLY IN THE
ATTACHED FORM, BETWEEN THE CITY OF NORTH
MIAMI AND VICTORY FOR YOUTH CORP. D/B/A
SHARE YOUR HEART, TO PROVIDE CHAPLAIN
SERVICES TO DISTRESSED FAMILIES IN THE CITY OF
NORTH MIAMI; PROVIDING FOR AN EFFECTIVE
DATE AND FOR ALL OTHER PURPOSES.**

WHEREAS, the City of North Miami ("City") and Victory for Youth Corp. d/b/a Share Your Heart ("Share Your Heart") are desirous of entering into a Memorandum of Understanding with each other for the purpose of establishing a mutual framework of chaplain service providers within the City; and

WHEREAS, Share Your Heart has trained and developed a network of over seven hundred (700) faith-based volunteer chaplains to assist with families in distress within Miami-Dade, Broward and Palm Beach Counties; and

WHEREAS, the volunteer chaplains have taken a required training course, are vetted by their pastors and must pass a background check before being certified as a volunteer chaplain in the Share Your Heart Network; and

WHEREAS, the purpose of the Memorandum of Understanding is to expand the network of volunteer chaplains to the City; and

WHEREAS, the Mayor and City Council believe that a Memorandum of Understanding for this purpose will benefit the residents of the City and should be entered into with Share Your Heart.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Approval of Memorandum of Understanding. The Mayor and City Council of the City of North Miami, Florida, hereby approve the Memorandum of Understanding between the City of North Miami and Share Your Heart attached hereto as "Exhibit 1."

Section 2. **Authority of Interim City Manager.** The Interim City Manager is hereby authorized to execute the Memorandum of Understanding with Share Your Heart.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 8th day of December, 2015.



DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Keys

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)
<u>X</u>	(Yes)	_____	(No)

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NORTH MIAMI

AND

VICTORY FOR YOUTH CORP. d/b/a/ SHARE YOUR HEART

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of December, 2015 between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, FL 33161 (CITY) and the **VICTORY FOR YOUTH CORP. d/b/a SHARE YOUR HEART**, a Florida non-profit corporation, with its principal place of business located at 5961 S.W. 97 Avenue, Miami, FL 33173, (SHARE YOUR HEART).

WITNESSETH

WHEREAS, SHARE YOUR HEART, in collaboration with Department of Children Families, FEMA, Florida Faith-Based and Community-Based Advisory Council, Department of Agriculture, Department of Health Miami-Dade Fire Department, the State of Florida and area Faith-based organizations, has trained and developed a network of faith-based volunteer chaplains to assist with families in distress; and

WHEREAS, the volunteer chaplains have been vetted by their pastors before taking the required training course, and they are vetted by a background check before being certified as a volunteer chaplain in the SHARE YOUR HEART network; and

WHEREAS, Over 700 volunteer chaplains have already been trained and are serving in Miami-Dade, Broward and Palm Beach Counties; and

WHEREAS, the Department of Children and Families, the various police and sheriff's departments, as well as fire departments and community based organizations refer families in distress to SHARE YOUR HEART; and

WHEREAS, a faith-based volunteer chaplain who lives in the same zip code as the family is referred the case and makes an assessment of need followed by provision of services and support.

WHEREAS, SHARE YOUR HEART will function as a provider of chaplain services to the benefit of families in distress within the City of North Miami; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

ARTICLE 1. PURPOSE

- 1.1 The purpose of the Memorandum of Understanding is to extend and expand this network of volunteer chaplains to the CITY.
- 1.2 It is understood that this is a voluntary arrangement.

ARTICLE 2. GENERAL CITY COVENANTS

- 2.1 In accordance with this Memorandum of Understanding, the CITY will work with SHARE YOUR HEART to identify faith-based organizations in North Miami in order that they may be trained and incorporated into the service network.
- 2.2 The CITY will help to increase awareness of this program within the Police Departments and city entities.
- 2.3 Once the network of volunteer chaplains is established, the various police departments will be able to refer families in distress to SHARE YOUR HEART so that the families receive practical and spiritual support as needed.
- 2.4 Before referring a family, the family must give their consent to be referred to SHARE YOUR HEART.
- 2.5 Once the chaplain is deployed, the CITY will recognize the chaplain and work in collaboration with SHARE YOUR HEART to provide for the referred family.

ARTICLE 3. GENERAL SHARE YOUR HEART COVENANTS

- 3.1 SHARE YOUR HEART will offer a 16 hour training course to equip the volunteer chaplains to provide support services to referred families.
- 3.2 SHARE YOUR HEART will offer this training to police chaplains, if they so desire.
- 3.3 SHARE YOUR HEART will provide to the CITY the ability to make referrals of distressed families (without charge for those services).
- 3.4 SHARE YOUR HEART will train and badge the volunteer chaplains and make them available to the CITY on a referral basis.
- 3.5 SHARE YOUR HEART will provide referred families with seventy-two (72) hours of food as well as clothing and spiritual support.

ARTICLE 4. TERM

The term of this Memorandum of Understanding shall commence on the date hereof and shall continue for a period of two (2) years thereafter. The Memorandum of Understanding will be reviewed every two (2) years for renewal.

ARTICLE 5. INDEMNIFICATION

- 5.1 SHARE YOUR HEART shall defend, indemnify and hold harmless the CITY, it's officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claim for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of SHARE YOUR HEART, it's officers, agents or employees.

5.2 To the extent permitted by Florida Statutes, CITY shall defend, indemnify and hold S SHARE YOUR HEART, it's officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Memorandum of Understanding, but only in proportion to and to the extent such liability, loss expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, it's officers, agents or employees.

5.3 Nothing in this Memorandum of Understanding shall be construed to affect in any way the CITY's rights, privileges, and immunities, and limits the CITY's liability for any of the above to the sovereign immunity levels as set forth in Florida Statute 768.28.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 The invalidity of any portion, article, paragraph, provision or clause of this Memorandum of Understanding shall have no effect upon the validity of any other portion.

6.2 The terms, conditions and covenants of this Memorandum of Understanding shall inure to the benefit of and be binding upon the parties and their successors and assigns.

6.3 This Memorandum of Understanding constitutes the entire agreement and shall be modified or amended only by written agreement of both parties.

6.4 This Memorandum of Understanding has been made in the State of Florida and shall be interpreted and construed in accordance with the laws of Florida and venue shall lie in Miami-Dade County.

6.5 This Memorandum of Understanding sets forth the entire understanding between the CITY and SHARE YOUR HEART with respect to the subject matter hereof and supersedes all other prior and possible agreements or understandings among the parties concerning this subject matter.

ARTICLE 7. NOTICE

Notices to CITY shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, addressed to:

City Manager
City of North Miami
776 N.E. 125th Street
North Miami, FL 33161

With a copy to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attention: City Attorney

and notices to Share Your Heart, if sent by certified mail, return receipt requested, postage prepaid

addressed to:

Victory for Youth Corp. d/b/a/ Share Your Heart
Registered Agent: AMERILAWYER
343 Almeria Avenue
Coral Gables, FL 33134

or such other respective address as the parties may designate to each other in writing from time to time.

ARTICLE 8. TERMINATION CLAUSE

Any party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the City of North Miami, Florida, has caused this Memorandum of Understanding to be signed by the Interim City Manager and attested by the Clerk pursuant to authority granted by the City Council, and the SHARE YOUR HEART has executed the same, by its authorized representative, the day and year first written above.

ATTEST:

CITY OF NORTH MIAMI

City Clerk

Arthur H. Sorey, III
Interim City Manager

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
WITNESSES:

**VICTORY FOR YOUTH CORP. d/b/a
SHARE YOUR HEART**

By: _____
Authorized Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Roland C. Galdos, Esq.
Interim City Attorney